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8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
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11 LOUIE GUTIERREZ, individually and  
12 as successor in interest to Decedent  
13 Peter Gutierrez; and JOANN  
14 SALCIDO, individually and as  
15 successor in interest to Decedent Peter  
16 Gutierrez,

17 Plaintiffs,

18 v.

19 COUNTY OF RIVERSIDE and DOES  
20 1 through 10, inclusive,

21 Defendants.

Case No. 5:22-cv-01209-SSS-KK  
*[Assigned to the Hon. District Judge,  
Sunshine S. Sykes, Magistrate Judge,  
Kenly Kiya Kato]*

**[DISCOVERY MATTER]**

**~~[PROPOSED]~~ PROTECTIVE  
ORDER RE CONFIDENTIAL  
DOCUMENTS**

**[NOTE CHANGES BY COURT]**

Complaint Filed: 07/11/2022  
Trial Date: 06/17/2024

22 PURSUANT TO THE STIPULATION OF THE PARTIES (“Stipulation for  
23 Entry of Protective Order re Confidential Documents”), and pursuant to the Court’s  
24 inherent and statutory authority, including but not limited to the Court’s authority  
25 under the applicable Federal Rules of Civil Procedure and the United States District  
26 Court, Central District of California Local Rules; after due consideration of all of the  
27 relevant pleadings, papers, and records in this action; and upon such other evidence  
28 or argument as was presented to the Court; Good Cause appearing therefor, and in  
furtherance of the interests of justice,

IT IS HEREBY ORDERED that:

1 **1. SCOPE OF PROTECTION.**

2 The protections conferred by the parties' Stipulation and this Order cover not  
3 only Protected Material/Confidential Documents (as defined above), but also (1) any  
4 information copied or extracted from Protected Material; (2) all copies, excerpts,  
5 summaries, or compilations of Protected Material; and (3) any testimony,  
6 conversations, or presentations by Parties or their Counsel that might reveal Protected  
7 Material. However, the protections conferred by the parties' Stipulation and this  
8 Order do *not* cover the following information: (a) any information that is in the public  
9 domain at the time of disclosure to a Receiving Party or becomes part of the public  
10 domain after its disclosure to a Receiving Party as a result of publication not involving  
11 a violation of this Order, including becoming part of the public record through trial or  
12 otherwise; and (b) any information known to the Receiving Party prior to the  
13 disclosure or obtained by the Receiving Party after the disclosure from a source who  
14 obtained the information lawfully and under no obligation of confidentiality to the  
15 Designating Party.

16 The Definitions section of the parties' associated Stipulation (§ 2) is  
17 incorporated by reference herein.

18 **Any use of Protected Material at trial shall be governed by the Orders of**  
19 **the trial judge: this Stipulation and its associated Protective Order do(es) not**  
20 **govern the use of Protected Material at trial.**

21 **A. PURPOSES AND LIMITATIONS.**

22 Disclosure and discovery activity in this action are likely to involve production  
23 of confidential, proprietary, or private information for which special protection from  
24 public disclosure and from use for any purpose other than prosecuting or defending  
25 this litigation would be warranted. Accordingly, the parties have stipulated to and  
26 petitioned the court to enter the following Order.

27 The parties have acknowledged that this Order does not confer blanket  
28 protections on all disclosures or responses to discovery and that the protection it

affords extends only to the specified information or items that are entitled, under the applicable legal principles, to treatment as confidential.

The parties further acknowledge, as set forth below, that this Order creates no entitlement to file confidential information under seal, ~~except to the extent specified herein~~; the applicable Central District Local Rules forth the procedures that must be followed and reflects the standards that will be applied when a party seeks permission from the court to file material under seal.

Nothing in this Order shall be construed so as to require or mandate that any Party disclose or produce privileged information or records that could be designated as Confidential Documents/Protected Material hereunder.

## **2. DURATION OF PROTECTION.**

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs.

Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

## **3. DESIGNATION OF PROTECTED MATERIAL/CONFIDENTIAL DOCUMENTS.**

### **3.1. Exercise of Restraint and Care in Designating Material for Protection.**

Each Party or non-party that designates information or items for protection under the parties' Stipulation and this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. A Designating Party must take care to designate for protection only those parts of material, documents, items, or oral or written communications that qualify – so that other portions of the material, documents, items or communications for which protection is not warranted

1 are not swept unjustifiably within the ambit of this Order.

2 Mass, indiscriminate, or routine designations are prohibited. Designations that  
3 are shown to be clearly unjustified, or that have been made for an improper purpose  
4 (e.g., to unnecessarily encumber or inhibit the case development process, or to impose  
5 unnecessary expenses and burdens on other parties), expose the Designating Party to  
6 sanctions.

7 If it comes to a Party's or a non-party's attention that information or items that  
8 it designated for protection do not qualify for protection at all, or do not qualify for  
9 the level of protection initially asserted, that Party or non-party must promptly notify  
10 all other parties that it is withdrawing the mistaken designation.

11 (a) Redaction of Confidential Information: Peace Officer Personnel  
12 Records. Considering the privacy concerns contained in the personnel and Internal  
13 Investigation Records, the producing party is permitted to redact the names and  
14 personal identifying information (such as social security numbers, dates of birth,  
15 driver's license number, home address, telephone numbers, financial and credit  
16 histories, medical and psychological information) for any non-defendant officers,  
17 third party witnesses, and any other persons identified in such records.

18 3.2. Manner and Timing of Designations. Except as otherwise provided in  
19 this Order, or as otherwise stipulated or ordered, material that qualifies for protection  
20 under this Order must be clearly so designated before the material is disclosed or  
21 produced.

22 Designation in conformity with this Order requires:

23 (a) for information in documentary form (apart from transcripts of  
24 depositions or other pretrial or trial proceedings, and regardless of whether produced  
25 in hardcopy or electronic form), that the Producing Party affix the legend  
26 "CONFIDENTIAL" to each page that contains Protected Material. If only a portion  
27 or portions of the material on a page qualifies for protection, the Producing Party also  
28 must clearly identify the protected portion(s) (e.g., by making appropriate markings

1 in the margins) and must specify, for each portion that it is “CONFIDENTIAL.” The  
2 placement of such “CONFIDENTIAL” stamp on such page(s) shall not obstruct the  
3 substance of the page’s (or pages’) text or content.

4 A Party or Non-Party that makes original documents or materials available for  
5 inspection need not designate them for protection until after the inspecting Party has  
6 indicated which material it would like copied and produced. During the inspection  
7 and before the designation, all of the material made available for inspection shall be  
8 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents  
9 it wants copied and produced, the Producing Party must determine which documents,  
10 or portions thereof, qualify for protection under this Order. Then, before producing  
11 the specified documents, the Producing Party must affix the “CONFIDENTIAL”  
12 legend to each page that contains Protected Material. If only a portion or portions of  
13 the material on a page qualifies for protection, the Producing Party also must clearly  
14 identify the protected portion(s) (e.g., by making appropriate markings in the  
15 margins).

16 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
17 that the Party or non-party offering or sponsoring the testimony identify on the record,  
18 before the close of the deposition, hearing, or other proceeding, all protected  
19 testimony, and further specify any portions of the testimony that qualify as  
20 “CONFIDENTIAL.” When it is impractical to identify separately each portion of  
21 testimony that is entitled to protection, and when it appears that substantial portions  
22 of the testimony may qualify for protection, the Producing Party may invoke on the  
23 record (before the deposition or proceeding is concluded) a right to have up to twenty  
24 (20) days to identify the specific portions of the testimony as “CONFIDENTIAL.”

25 Only those portions of the testimony that are appropriately designated as  
26 “CONFIDENTIAL” for protection within the 20 days shall be covered by the  
27 provisions of the parties’ Stipulation and this Protective Order.

28 Transcript pages containing Protected Material must be separately bound by

1 the court reporter, who must affix to each such page the legend “CONFIDENTIAL,”  
2 as instructed by the Producing Party.

3 (c) for information produced in some form other than documentary, and for  
4 any other tangible items (including but not limited to information produced on disc or  
5 electronic data storage device), that the Producing Party affix in a prominent place on  
6 the exterior of the container or containers in which the information or item is stored  
7 the legend “CONFIDENTIAL.” If only portions of the information or item warrant  
8 protection, the Producing Party, to the extent practicable, shall identify the protected  
9 portions, specifying the material as “CONFIDENTIAL.”

10 3.3. Inadvertent Failures to Designate. If timely corrected (preferably,  
11 though not necessarily, within 30 days of production or disclosure of such material),  
12 an inadvertent failure to designate qualified information or items as  
13 “CONFIDENTIAL” does not, standing alone, waive the Designating Party’s right to  
14 secure protection under the parties’ Stipulation and this Order for such material. If  
15 material is appropriately designated as “CONFIDENTIAL” *after* the material was  
16 initially produced, the Receiving Party, on timely notification of the designation, must  
17 make reasonable efforts to assure that the material is treated in accordance with the  
18 parties’ Stipulation and this Order.

19 3.4. Alteration of Confidentiality Stamp Prohibited. A Receiving Party shall  
20 not alter, edit, or modify any Protected Material so as to conceal, obscure, or remove  
21 a “CONFIDENTIAL” stamp or legend thereon; nor shall a Receiving Party take any  
22 other action so as to make it appear that Protected Material is not subject to the terms  
23 and provisions of the parties’ Stipulation and this Order. However, nothing in this  
24 section shall be construed so as to prevent a Receiving Party from challenging a  
25 confidentiality designation subject to the provisions of section 4, *infra*.

26 **4. CHALLENGING CONFIDENTIALITY DESIGNATIONS.**

27 4.1. Timing of Challenges. Any Party or Non-Party may challenge a  
28 designation of confidentiality at any time that is consistent with the Court's

1 Scheduling Order. Unless a prompt challenge to a Designating Party's confidentiality  
2 designation is necessary to avoid foreseeable substantial unfairness, unnecessary  
3 economic burdens, or a later significant disruption or delay of the litigation, a Party  
4 does not waive its right to challenge a confidentiality designation by electing not to  
5 mount a challenge promptly after the original designation is disclosed.

6 4.2. Meet and Confer. Prior to challenging a confidentiality designation, a  
7 Challenging Party shall initiate a dispute resolution process by providing written  
8 notice of each specific designation it is challenging, and describing the basis (and  
9 supporting authority or argument) for each challenge. To avoid ambiguity as to  
10 whether a challenge has been made, the written notice must recite that the challenge  
11 to confidentiality is being made in accordance with this specific paragraph of this  
12 Protective Order. The parties shall attempt to resolve each challenge in good faith  
13 and must begin the process by conferring directly (in voice to voice dialogue, either  
14 in person, telephonically, or by other comparable means, but *not* by correspondence)  
15 within 14 days of the date of service of notice.

16 In conferring, the Challenging Party must explain the specific basis for its belief  
17 that the confidentiality designation was not proper and must give the Designating  
18 Party an opportunity to review the designated material, to reconsider the  
19 circumstances, and, if no change in designation is offered, to explain the basis for the  
20 chosen designation. A Challenging Party may proceed to the next stage of the  
21 challenge process only if it has engaged in this meet and confer process first or  
22 establishes that the Designating Party is unwilling to participate in the meet and confer  
23 process in a timely manner.

24 Frivolous challenges, and those challenges made for an improper purpose (*e.g.*,  
25 to harass or impose unnecessary expenses and burdens on other parties), may expose  
26 the Challenging Party to sanctions.

27 4.3. Judicial Intervention. If the Parties cannot resolve a confidentiality  
28 challenge without court intervention, the Challenging Party shall file and serve a



1 motion to remove confidentiality (under the applicable rules for filing and service of  
2 discovery motions) within 14 days of the parties agreeing that the meet and confer  
3 process will not resolve their dispute, or by the first day of trial of this matter,  
4 whichever date is earlier – unless the parties agree in writing to a longer time.

5 The parties must strictly comply with the applicable Central District Local  
6 Rules (including the joint statement re discovery dispute requirement) in any motion  
7 associated with this Protective Order.

8 Each such motion must be accompanied by a competent declaration affirming  
9 that the movant has complied with the meet and confer requirements imposed in the  
10 preceding paragraph. ~~In addition, the Challenging Party may file a motion~~  
11 ~~challenging a confidentiality designation at any time if there is good cause for doing~~  
12 ~~so, including a challenge to the designation of a deposition transcript or any portions~~  
13 ~~thereof. Any motion brought pursuant to this provision must be accompanied by a~~  
14 ~~competent declaration affirming that the movant has complied with the meet and~~  
15 ~~confer requirements imposed by the preceding paragraph.~~

16 The burden of persuasion in any such challenge proceeding shall be on the  
17 Designating Party, regardless of whether the Designating Party is the moving party or  
18 whether such Party sought or opposes judicial intervention. Frivolous challenges, and  
19 those made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses  
20 and burdens on other parties) may expose the Challenging Party to sanctions. Unless  
21 the Designating Party has waived the confidentiality designation by failing to oppose  
22 a motion to remove confidentiality as described above, all parties shall continue to  
23 afford the material in question the level of protection to which it is entitled under the  
24 Producing Party’s designation until the court rules on the challenge.

25 4.4. Withdrawal of “CONFIDENTIAL” Designation. At its discretion, a  
26 Designating Party may remove Protected Material/Confidential Documents from  
27 some or all of the protections and provisions of the parties’ Stipulation and this Order  
28 at any time by any of the following methods:



1           (a) Express Written Withdrawal. A Designating Party may withdraw a  
2 “CONFIDENTIAL” designation made to any specified Protected  
3 Material/Confidential Documents from some or all of the protections of the parties’  
4 Stipulation and this Order by an express withdrawal in a writing signed by such Party  
5 (or such Party’s Counsel, but not including staff of such Counsel) that specifies and  
6 itemizes the Disclosure or Discovery Material previously designated as Protected  
7 Material/Confidential Documents that shall no longer be subject to all or some of the  
8 provisions of the parties’ Stipulation and Order. Such express withdrawal shall be  
9 effective when transmitted or served upon the Receiving Party. If a Designating Party  
10 is withdrawing Protected Material from only some of the provisions/protections of the  
11 parties’ Stipulation and this Order, such Party must state which specific provisions  
12 are no longer to be enforced as to the specified material for which confidentiality  
13 protection hereunder is withdrawn: otherwise, such withdrawal shall be construed as  
14 a withdrawal of such material from all of the protections/provisions of the parties’  
15 Stipulation and this Order;

16           (b) Express Withdrawal on the Record. A Designating Party may withdraw  
17 a “CONFIDENTIAL” designation made to any specified Protected Material/  
18 Confidential Documents from all of the provisions/protections of the parties’  
19 Stipulation and this Order by verbally consenting in court proceedings on the record  
20 to such withdrawal – provided that such withdrawal specifies the Disclosure or  
21 Discovery Material previously designated as Protected Material/Confidential  
22 Documents that shall no longer be subject to any of the provisions of the parties’  
23 Stipulation and this Order. A Designating Party is not permitted to withdraw  
24 Protected Material from only some of the protections/ provisions of the parties’  
25 Stipulation and this Order by this method;

26           (c) Implicit Withdrawal by Publication or Failure to Oppose Challenge. A  
27 Designating Party shall be construed to have withdrawn a “CONFIDENTIAL”  
28 designation made to any specified Protected Material/Confidential Documents from

1 all of the provisions/protections of the parties' Stipulation and this Order by either  
 2 (1) making such Protected Material/Confidential Records part of the public record –  
 3 including but not limited to attaching such as exhibits to any filing with the court  
 4 without moving, prior to such filing, for the court to seal such records; or (2) failing  
 5 to timely oppose a Challenging Party's motion to remove a "CONFIDENTIAL"  
 6 designation to specified Protected Material/Confidential Documents.

7 Nothing in the parties' Stipulation and this Order shall be construed so as to  
 8 require any Party to file Protected Material/Confidential Documents under seal,  
 9 unless expressly specified herein.

## 10 **5. ACCESS TO AND USE OF PROTECTED MATERIAL.**

11 5.1. Basic Principles. A Receiving Party may use Protected Material that is  
 12 disclosed or produced by another Party or by a non-party in connection with this case  
 13 only for preparing, prosecuting, defending, or attempting to settle this litigation – up  
 14 to and including final disposition of the above-entitled action – and not for any other  
 15 purpose, including any other litigation or dispute outside the scope of this action.  
 16 Such Protected Material may be disclosed only to the categories of persons and under  
 17 the conditions described in the parties' Stipulation and this Order. When the above  
 18 entitled litigation has been terminated, a Receiving Party must comply with the  
 19 provisions of section 9, below (FINAL DISPOSITION).

20 Protected Material must be stored and maintained by a Receiving Party at a location  
 21 and in a secure manner that ensures that access is limited to the persons authorized  
 22 under the parties' Stipulation and its Order.

23 5.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless  
 24 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
 25 Receiving Party may disclose any information or item designated CONFIDENTIAL  
 26 only to:

27 (a) the Receiving Party's Outside Counsel of record in this action, as well  
 28 as employees of such Counsel to whom it is reasonably necessary to disclose the

1 information for this litigation;

2 (b) the officers, directors, and employees (including House Counsel) of the  
3 Receiving Party to whom disclosure is reasonably necessary for this litigation – each  
4 of whom, by accepting receipt of such Protected Material, thereby agree to be bound  
5 by the parties' Stipulation and this Order;

6 (c) Experts (as defined in the parties' Stipulation and this Order) of the  
7 Receiving Party to whom disclosure is reasonably necessary for this litigation – each  
8 of whom, by accepting receipt of such Protected Material, thereby agree to be bound  
9 by the parties' Stipulation and this Order;

10 (d) the court and its personnel, including court reporters;

11 (e) court reporters, their staffs, and Professional Vendors to whom  
12 disclosure is reasonably necessary for this litigation – each of whom, by accepting  
13 receipt of such Protected Material, thereby agree to be bound by the parties'  
14 Stipulation and this Order;

15 (f) during their depositions, witnesses in the action to whom disclosure is  
16 reasonably necessary – each of whom, by accepting receipt of such Protected  
17 Material, thereby agree to be bound by the parties' Stipulation and this Order. Pages  
18 of transcribed deposition testimony or exhibits to depositions that reveal Protected  
19 Material may not be disclosed to anyone except as permitted under the parties'  
20 Stipulation and this Protective Order.

21 (g) the author or custodian of a document containing the information that  
22 constitutes Protected Material, or other person who otherwise possessed or knew the  
23 information.

24 (h) any mediator or settlement officer, and their supporting personnel,  
25 mutually agreed upon by any of the parties engaged in settlement discussions.

26 5.3. Notice of Confidentiality. Prior to producing or disclosing Protected  
27 Material/Confidential Documents to persons to whom the parties' Stipulation and this  
28 Order permits disclosure or production (see section 5.2, *supra*), a Receiving Party

1 shall provide a copy of the parties' Stipulation and Order to such persons so as to put  
 2 such persons on notice as to the restrictions imposed upon them herein: except that,  
 3 for court reporters, Professional Vendors, and for witnesses being provided with  
 4 Protected Material during a deposition, it shall be sufficient notice for Counsel for the  
 5 Receiving Party to give the witness a verbal admonition (on the record, for witnesses)  
 6 regarding the provisions of the parties' Stipulation and this Order and such provisions'  
 7 applicability to specified Protected Material at issue.

8       5.4. Reservation of Rights. Nothing in the parties' Stipulation and this Order  
 9 shall be construed so as to require any Producing Party to designate any records or  
 10 materials as "CONFIDENTIAL." Nothing in the parties' Stipulation or this Order  
 11 shall be construed so as to prevent the admission of Protected Material into evidence  
 12 at the trial of this action, or in any appellate proceedings for this action, solely on the  
 13 basis that such Disclosure or Discovery Material has been designated as Protected  
 14 Material/Confidential Documents. Notwithstanding the foregoing, nothing in the  
 15 parties' Stipulation or this Order shall be construed as a waiver of any privileges or  
 16 of any rights to object to the use or admission into evidence of any Protected Material  
 17 in any proceeding; nor shall anything herein be construed as a concession that any  
 18 privileges asserted or objections made are valid or applicable.

19       Nothing in the parties' Stipulation or this Order shall be construed so as to  
 20 prevent the Designating Party (or its Counsel or custodian of records) from having  
 21 access to and using Protected Material designated by that Party in the manner in which  
 22 such persons or entities would typically use such materials in the normal course of  
 23 their duties or profession – except that the waiver of confidentiality provisions shall  
 24 apply (see section 4.4(c), *supra*).

25       5.5. Requirement to File Confidential Documents Under Seal. ~~Confidential~~  
 26 ~~Documents may be submitted in all law and motion proceedings before the Court if~~  
 27 ~~done so under seal pursuant to Federal Rules of Civil Procedure 5.2 and 26 and/or~~  
 28 ~~United States District Court, the Central District of California Local (as applicable)~~

~~and pursuant to the provisions of the parties' Stipulation and this Order.~~ If any Receiving Party attaches any Confidential Documents to any pleading, motion, or other paper to be filed, lodged, or otherwise submitted to the Court, such Confidential Document(s) shall be filed/lodged under seal pursuant to Federal Rules of Civil Procedure 5.2 and 26 and ~~or~~ the applicable United States District Court, Central District of California Local Rules to the extent applicable. **A Party that seeks to file under seal any Confidential Documents must comply with Civil Local Rule 79-5. Confidential Documents may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.**

However, this paragraph (§ 5.5) shall not be construed so as to prevent a Designating Party or counsel from submitting, filing, lodging, or publishing any document it has previously designated as a Confidential Document without compliance with this paragraph's requirement to do so under seal (i.e., a producing-disclosing party or counsel may submit or publish its own Confidential Documents without being in violation of the terms of the parties' Stipulation and this Protective Order).

Furthermore, a Receiving Party shall be exempted from the requirements of this paragraph as to any specifically identified Confidential Document(s) where – prior to the submission or publication of the Confidential Document(s) at issue – the Designating Party of such specifically identified Confidential Document(s) has waived/withdrawn the protections of the parties' Stipulation and this Order (pursuant to paragraph 4.4, *supra*).

A Receiving Party shall also be exempt from the sealing requirements of this paragraph (§ 5.5) where the Confidential Documents/Protected Material at issue is/are **not** documents, records, or information regarding:

- (1) private, personal information contained in peace officer personnel files

(such as social security numbers, driver's license numbers or comparable personal government identification numbers, residential addresses, compensation or pension or personal property information, credit card numbers or credit information, dates of birth, tax records and information, information related to the identity of an officer's family members or co-residents, and comparable personal information about the officer or his family);

(2) any internal affairs or comparable investigation by any law enforcement agency into alleged officer misconduct; and/or

(3) the medical records or records of psychiatric or psychological treatment of any peace officer or party to this action.

Nothing in this paragraph shall be construed to bind the Court or its authorized staff so as to limit or prevent the publication of any Confidential Documents to the jury or factfinder, at the time of trial of this matter, where the Court has deemed such Confidential Documents to be admissible into evidence.

**6. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION.**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL," that Party must:

(a) promptly notify in writing the Designating Party, preferably (though not necessarily) by facsimile or electronic mail. Such notification shall include a copy of the subpoena or court order at issue;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to the parties' Stipulation and this Protective Order. Such notification shall include a copy of the parties' Stipulation and this Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued

1 by all sides in any such situation, while adhering to the terms of the parties’  
 2 Stipulation and this Order.

3 If the Designating Party timely seeks a protective order, the Party served with  
 4 the subpoena or court order shall not produce any information designated in this action  
 5 as “CONFIDENTIAL” before a determination by the court from which the subpoena  
 6 or order issued, unless the Party has obtained the Designating Party’s permission. The  
 7 Designating Party shall bear the burden and expense of seeking protection in that court  
 8 of its confidential material – and nothing in these provisions should be construed as  
 9 authorizing or encouraging a Receiving Party in this action to disobey a lawful  
 10 directive from another court.

11 The purpose of this section is to ensure that the affected Party has a meaningful  
 12 opportunity to preserve its confidentiality interests in the court from which the  
 13 subpoena or court order issued.

14 **7. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
 15 **PRODUCED IN THIS LITIGATION**

16 (a) The terms of this Order are applicable to information produced by a Non-  
 17 Party in this Action and designated as “CONFIDENTIAL.” Such information  
 18 produced by Non-Parties in connection with this litigation is protected by the  
 19 remedies and relief provided by this Order. Nothing in these provisions should be  
 20 construed as prohibiting a Non-Party from seeking additional protections.

21 (b) In the event that a Party is required, by a valid discovery request, to  
 22 produce a Non-Party’s confidential information in its possession, and the Party is  
 23 subject to an agreement with the Non-Party not to produce the Non-Party’s  
 24 confidential information, then the Party shall:

25 (1) promptly notify in writing the Requesting Party and the Non-Party  
 26 that some or all of the information requested is subject to a confidentiality  
 27 agreement with a Non-Party;

28 (2) promptly provide the Non-Party with a copy of the Stipulated



Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

**8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL.**

**8.1. Unauthorized Disclosure of Protected Material.**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under the parties' Stipulation and this Order, the Receiving Party must immediately:

- (a) notify in writing the Designating Party of the unauthorized disclosures;
- (b) use its best efforts to retrieve all copies of the Protected Material;
- (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order; and
- (d) request such person or persons consent to be bound by the Stipulation and this Order.

**8.2. Inadvertent Production of Privileged or Otherwise Protected Material.**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be

1 established in an e-discovery order that provides for production without prior  
2 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
3 parties reach an agreement on the effect of disclosure of a communication or  
4 information covered by the attorney-client privilege or work product protection, the  
5 parties may incorporate their agreement in the stipulated protective order submitted  
6 to the court.

7 **9. PUBLICATION OF PROTECTED MATERIAL PROHIBITED.**

8 9.1. Filing of Protected Material.

9 Without advance written permission from the Designating Party, or a court  
10 order secured after appropriate notice to all interested persons, a Receiving Party may  
11 not file in the public record in this action any Protected Material. A Party that seeks  
12 to file under seal any Protected Material must comply with the applicable Federal and  
13 Local Rules.

14 9.2. Public Dissemination of Protected Material.

15 A Receiving Party shall not publish, release, post, or disseminate Protected  
16 Material to any persons except those specifically delineated and authorized by the  
17 parties' Stipulation and this Order (see section 5, *supra*); nor shall a Receiving Party  
18 publish, release, leak, post, or disseminate Protected Material/Confidential  
19 Documents to any news media, member of the press, website, or public forum (except  
20 as permitted under this Order regarding filings with the court in this action and under  
21 seal).

22 **10. FINAL DISPOSITION.**

23 Unless otherwise ordered or agreed in writing by the Producing Party, within  
24 thirty (30) days after the final termination of this action (defined as the dismissal or  
25 entry of judgment by the above named court, or if an appeal is filed, the disposition  
26 of the appeal), upon written request by the Producing Party, each Receiving Party  
27 must return all Protected Material to the Producing Party – whether retained by the  
28 Receiving Party or its Counsel, Experts, Professional Vendors, agents, or any non-

1 party to whom the Receiving Party produced or shared such records or information.

2 As used in this subdivision, “all Protected Material” includes all copies,  
3 abstracts, compilations, summaries or any other form of reproducing or capturing any  
4 of the Protected Material, regardless of the medium (hardcopy, electronic, or  
5 otherwise) in which such Protected Material is stored or retained.

6 In the alternative, at the discretion of the Receiving Party, the Receiving Party  
7 may destroy some or all of the Protected Material instead of returning it – unless such  
8 Protected Material is an original, in which case, the Receiving Party must obtain the  
9 Producing Party’s written consent before destroying such original Protected Material.

10 Whether the Protected Material is returned or destroyed, the Receiving Party  
11 must submit a written certification to the Producing Party (and, if not the same person  
12 or entity, to the Designating Party) within thirty (30) days of the aforementioned  
13 written request by the Designating Party that specifically identifies (by category,  
14 where appropriate) all the Protected Material that was returned or destroyed and that  
15 affirms that the Receiving Party has not retained any copies, abstracts, compilations,  
16 summaries or other forms of reproducing or capturing any of the Protected material  
17 (in any medium, including but not limited to any hardcopy, electronic or digital copy,  
18 or otherwise).

19 Notwithstanding this provision, Counsel are entitled to retain an archival copy  
20 of all pleadings, motion papers, transcripts, legal memoranda filed with the court in  
21 this action, as well as any correspondence or attorney work product prepared by  
22 Counsel for the Receiving Party, even if such materials contain Protected Material;  
23 however, any such archival copies that contain or constitute Protected Material remain  
24 subject to this Protective Order as set forth in Section 2, above. This court shall retain  
25 jurisdiction in the event that a Designating Party elects to seek court sanctions for  
26 violation of the parties’ Stipulation and this Order.

27 **11. MISCELLANEOUS.**

28 11.1. Right to Further Relief. Nothing in the parties’ Stipulation or this Order

1 abridges the right of any person to seek its modification by the Court in the future.

2 11.2. Right to Assert Other Objections. By stipulating to the entry of this  
3 Protective Order pursuant to the parties' Stipulation, no Party waives any right it  
4 otherwise would have to object to disclosing or producing any information or item on  
5 any ground not addressed in the parties' Stipulation or this Order. Similarly, no Party  
6 waives any right to object on any ground to use in evidence any of the material  
7 covered by the parties' Stipulation and this Protective Order.

8 The provisions of the parties' Stipulation and this Protective Order shall be in  
9 effect until further Order of the Court.

10 **IT IS SO ORDERED.**

11 DATED: November 06, 2023

**UNITED STATES DISTRICT COURT,  
CENTRAL DISTRICT OF CALIFORNIA**

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14 By:   
15 Hon. Kenly Kiya Kato,  
16 U.S. MAGISTRATE JUDGE  
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